

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

**CHRYSLER GROUP LLC'S ORIGINAL ANSWER**  
**TO PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND**

Defendant Chrysler Group LLC (“Chrysler Group”) answers Plaintiffs’ Original Complaint (“Complaint”) as follows:

## **ANSWER TO PARTIES**

1. Chrysler Group admits that Fernando Verde is a resident of Westminister, Texas, which is within the Eastern District of Texas. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 1 of the Complaint, and therefore, denies same.

2. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint, and therefore, denies same.
3. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint, and therefore, denies same.
4. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint, and therefore, denies same.
5. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint, and therefore, denies same.
6. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint, and therefore, denies same.
7. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, and therefore, denies same.
8. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint, and therefore, denies same.

9. Chrysler Group admits it is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Michigan, and that it was properly served in this lawsuit.

#### **ANSWER TO JURISDICTION AND VENUE**

10. Chrysler Group admits it is a Delaware limited liability company with its principal place of business in Michigan. Chrysler Group, however, is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 10 of the Complaint, and therefore, denies same.

11. Chrysler Group denies venue is proper in this matter. The liability of Chrysler Group, if any, with respect to the claims asserted in the instant action are limited to those liabilities assumed by it as set forth in the November 19, 2009, Stipulation and Agreed Upon Order Approving Amendment No. 4 to Master Transaction Agreement filed in Case No. 09-50002 in the United States Bankruptcy Court for the Southern District of New York. In addition, Chrysler Group admits that the subject accident occurred in Collin County, Texas, which falls within the Sherman Division of the Eastern District of Texas. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 11 of the Complaint, and therefore, denies same.

## **ANSWER TO FACTUAL ALLEGATIONS**

12. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations made in paragraph 12 of the Complaint and, therefore, denies same.

13. Chrysler Group denies the allegations made in paragraph 13 of the Complaint as stated. Additionally, Chrysler Group denies the clutch switch in the subject vehicle at the time of the incident was the clutch switch assembled into this vehicle when originally sold.

14. Chrysler Group denies that it designed, manufactured or sold the subject vehicle, a 2006 Dodge Ram truck 3500, which was designed, in part, manufactured, in part, and distributed by DaimlerChrysler Corporation, not Chrysler Group. Chrysler admits that the vehicle was originally sold to Fernando Verde by Hoyt Dodge Chrysler Jeep, a dealership located in Sherman, Texas. Except as explicitly admitted, Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

15. Chrysler Group denies the clutch switch in the subject vehicle at the time of the incident was the clutch switch assembled into this vehicle when originally sold. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 15 of the Complaint and, therefore, denies same.

16. Chrysler Group denies the clutch switch in the subject vehicle at the time of the incident was the clutch switch assembled into this vehicle when originally sold. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 16 of the Complaint and, therefore, denies same.

17. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint and, therefore, denies same.

18. Chrysler Group admits that the subject incident, involving the subject vehicle and Plaintiffs' minor children A. V. and L. V., occurred on August 25, 2013, in the driveway of Plaintiffs' residence, which is located in Westminster, Collin County, Texas. Chrysler Group, however, denies the remaining allegations contained in paragraph 18 of the Complaint.

#### **ANSWER TO CAUSE OF ACTION – DESIGN DEFECT**

19. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses to same.

20. Chrysler Group denies the allegations contained in paragraph 20 of the Complaint.

21. Chrysler Group denies the allegations contained in paragraph 21 of the Complaint.

22. Chrysler Group denies the allegations contained in paragraph 22 of the Complaint.

**ANSWER TO CAUSE OF ACTION – MANUFACTURING DEFECT**

23. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses to same.

24. Chrysler Group denies the allegations contained in paragraph 24 of the Complaint.

25. Chrysler Group denies the allegations contained in paragraph 25 of the Complaint.

**ANSWER TO CAUSE OF ACTION – NEGLIGENCE**

26. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses to same.

27. Chrysler Group denies the allegations contained in paragraph 27 of the Complaint, including the allegations in subparts (a) through (h).

28. Chrysler Group denies the allegations contained in paragraph 28 of the Complaint.

**ANSWER TO CAUSE OF ACTION – GROSS NEGLIGENCE  
AND EXEMPLARY DAMAGES**

29. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses to same.

30. Chrysler Group denies the allegations contained in paragraph 30 of the Complaint.

31. Chrysler Group denies the allegations contained in paragraph 31 of the Complaint.

**SURVIVAL CLAIM – ESTATE OF L. V.**

32. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses.

33. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies same.

34. Chrysler Group denies the allegations contained in paragraph 34 of the Complaint.

35. Chrysler Group denies the allegations contained in paragraph 35 of the Complaint.

36. Chrysler Group denies the allegations contained in paragraph 36 of the Complaint.

37. Chrysler Group denies the allegations contained in paragraph 37 of the Complaint.

38. Chrysler Group denies the allegations contained in paragraph 38 of the Complaint.

39. Chrysler Group denies the allegations contained in paragraph 39 of the Complaint.

40. Chrysler Group denies the allegations contained in paragraph 40 of the Complaint.

**ANSWER TO WRONGFUL DEATH CLAIMS**

41. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses.

42. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies same.

43. Chrysler Group admits it is a limited liability company organized and existing under the laws of Delaware with its principal place of business in Michigan. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 43 of the Complaint.

44. Chrysler Group denies the allegations contained in paragraph 44 of the Complaint.

45. Chrysler Group denies the allegations contained in paragraph 45 of the Complaint.

46. Chrysler Group denies the allegations contained in paragraph 46 of the Complaint.

47. Chrysler Group denies the allegations contained in paragraph 47 of the Complaint.

48. Chrysler Group denies the allegations contained in paragraph 48 of the Complaint.

49. Chrysler Group denies the allegations contained in paragraph 49 of the Complaint.

50. Chrysler Group denies the allegations contained in paragraph 50 of the Complaint.

### **ANSWER TO PLAINTIFFS' BYSTANDER CLAIMS**

51. Chrysler Group admits that Plaintiffs have incorporated their previously stated allegations. In response, Chrysler Group incorporates by reference its previously stated responses.

52. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies same.

53. Chrysler Group denies the allegations contained in paragraph 53 of the Complaint.

54. Chrysler Group denies the allegations contained in paragraph 54 of the Complaint.

### **ANSWER TO INTEREST AND COURT COSTS**

55. Chrysler Group denies the allegations contained in paragraph 55 of the Complaint.

### **ANSWER TO PRAYER FOR RELIEF**

56. Chrysler Group denies that it is liable to Plaintiffs for any of the damages sought in paragraph 56 of the Complaint.

### **AFFIRMATIVE DEFENSES**

Chrysler Group raises the following defenses:

57. Plaintiffs' injuries and damages, if any, were solely caused and/or proximately caused by the conduct, negligence, and/or negligence per se of others, including but not limited to Fernando Verde.

58. The 2006 Dodge Ram 3500 is a safe vehicle that complied with all applicable Federal Motor Vehicle Safety Standards in effect at the time of manufacture. Since the vehicle complied with mandatory safety standards and regulations adopted or promulgated by the federal government, including but not limited to all applicable Federal Motor Vehicle Safety Standards in effect at the time of manufacture, there is a presumption against liability pursuant to Chapter 82 of the Texas Civil Practice & Remedies Code.

59. There were material alterations and/or modifications to the subject vehicle, and components thereof, at the time of the subject incident.

60. If Chrysler Group is found liable as alleged, which it specifically denies, then its percentage of responsibility, if any, should be compared to the percentage of responsibility attributed by the trier of fact to each plaintiff, defendant, settling person, and responsible third party pursuant to Chapter 33 of the Texas Civil Practice and Remedies Code, and any recovery against Chrysler Group should be reduced accordingly.

61. Chrysler Group asserts that, in addition to any other limitation under law, recovery of medical or health care expenses is limited to the amount actually paid by or incurred on behalf of the claimant pursuant to Texas Civil Practice and Remedies Code § 41.0105.

62. Chrysler Group, in assuming responsibility for defending products designed and manufactured by the entity formerly known as Chrysler LLC for accidents or incidents occurring after June 10, 2009, did not assume liability for punitive damages. *See In re Old Carco LLC, 09-50002, Order Approving Amendment 4 to Master Transaction Agreement, United States Bankruptcy Court for the Southern District of New York.*

63. Chrysler Group, in assuming responsibility for defending products designed and manufactured by the entity formerly known as Chrysler LLC for accidents or incidents occurring after June 10, 2009, did not assume liability for negligence. *See In re Old Carco LLC, 09-50002, Order Approving Master Transaction Agreement, United States Bankruptcy Court for the Southern District of New York.*

64. Plaintiffs' allegations and pleading with respect to punitive damages fails to meet the standards for an award of punitive or exemplary damages set forth in Chapter 41 of the Texas Civil Practices and Remedies Code.

65. Chrysler Group relies upon all of the limitations of recovery of exemplary damages set forth in Chapter 41 of the Texas Civil Practices and Remedies Code.

66. Plaintiffs Asuncion Verde and Maria Verde Martinez are not persons within the class of individuals who are entitled to recover bystander damages under Texas law, and therefore such claims should be dismissed.

67. Chrysler Group specifically denies A.V., a minor, is an ordinary user of the subject product as the term is defined under Texas law.

68. All allegations in the Complaint that are not specifically answered by Chrysler Group are denied.

69. Chrysler Group does not waive any affirmative defenses that may become applicable during discovery. Chrysler Group reserves the right to assert additional defenses.

#### **JURY DEMAND**

Chrysler Group LLC, in accordance with Federal Rule of Civil Procedure 38, demands a trial by jury.

#### **CONCLUSION AND PRAYER**

Chrysler Group prays that Plaintiffs take nothing of and from it by reason of this lawsuit, for costs, and for such other and further relief to which it may be justly entitled, either special or general, and either at law or in equity.

Respectfully submitted,

By: /s/ G. Robert Sonnier  
State Bar No. 18847400  
Attorney in Charge  
[rsonnier@germer-austin.com](mailto:rsonnier@germer-austin.com)  
Lauren E. Sprouse  
State Bar No. 24079380  
[lsprouse@germer-austin.com](mailto:lsprouse@germer-austin.com)

Germer Beaman & Brown, LLP  
301 Congress Avenue, Suite 1700  
Austin, Texas 78701  
(512) 472-0288  
(512) 472-0721 – Fax  
**COUNSEL FOR DEFENDANT**  
**CHRYSLER GROUP LLC**

**CERTIFICATE OF SERVICE**

By my signature below, I hereby certify that a true and correct copy of this document was served on the following counsel of record by email on April 2, 2014:

Jeffrey T. Embry  
George Cowden IV  
Hossley Embry, LLP  
320 S. Broadway Ave., Ste. 100  
Tyler, Texas 75702  
903/26-1772  
903/26-1773 – Fax  
[jeff@hossleyembry.com](mailto:jeff@hossleyembry.com)  
[George@hossleyembry.com](mailto:George@hossleyembry.com)  
And  
B. Ward Maedgen  
Law Offices of B. Ward Maedgen, P.C.  
5005 Greenville Ave., Ste. 200  
Dallas, Texas 75206  
214/651-4288  
[ward@texcrime.com](mailto:ward@texcrime.com)  
**COUNSEL FOR PLAINTIFFS**

/s/ G. Robert Sonnier  
G. Robert Sonnier